

contractors are required to have proper identification when attending meetings, answering government phones, or working in areas where their actions could be construed as acts of Government officials in order to be in compliance with FAR Part 11.106 (b).

SECTION G - CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION

This contract will be administered by:

U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room 3069
Washington, DC 20407
Attn: Peggy Hake, Administrative Contracting Officer
Phone Number: (202) 447-0285 Fax: (202) 447-5725
E-Mail: Peggy.Hake@dhs.gov

U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room 3069
Washington, DC 20407
Attn: Chiara Best, Contract Specialist
Phone Number: (202) 447-5702 Fax: (202) 447-5725
E-Mail: Chiara.Best@dhs.gov

Copies of all correspondence concerning this contract shall be provided to the Contracting Officer listed above.

G. 2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this task order is: TBD
Telephone Number:
E-mail address:

G.3 CONTRACTING OFFICER'S AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the task order, approve changes in any of the requirements, or obligate funds. Notwithstanding any clause/provision contained elsewhere in this task order, the authority to modify the task order remains solely with the Contracting Officer. If the Contractor makes any contract changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order to cover any increases in charges that may result. The Contracting Officer has the authority to perform any and all post-award

functions in administering and enforcing the proposed task order in accordance with its terms and conditions.

G.4 TASK ORDER CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Task Order Contracting Officer may designate Task Order COTRs for individual task orders that will be responsible for the day-to-day coordination of the Task Order:

The Task Order COTR will represent the Task Order Contracting Officer in the administration of the technical details within the scope of the task order. The Task Order COTR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The task order COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the task order Contracting Officer or the Government. The TO COTR does not have the authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the Task Order Contracting Officer.

G.5 ORDERING

The Government will order services to be furnished under these contracts by issuing task orders on Optional Form 347, or an agency prescribed form, within the period of performance of the indefinite delivery indefinite quantity contract.

Exception

The references to "Fair Opportunity" and "competition" in sections G.6 through G.18 that follow are not applicable to the Organizational Management Support (OMS) contract awarded from this solicitation. However, OMS orders are subject to the same provisions as all other orders, with this exception.

G.6 TASK ORDER PROCEDURES

The Contractor's services shall be obtained through the issuance of task orders. Issued task orders will identify the services required or functional category, provide written specifications including the deliverable table, and the identification of any applicable Government Furnished Property (GFP), Government-Furnished Information (GFI) and state the period of performance.

G.7 FAIR OPPORTUNITY PROCESS

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will provide all awardees a “fair opportunity” to be considered for each order in excess of the micro-purchase threshold, unless one of the conditions below applies.

- (1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays. The lack of proper acquisition planning is considered urgent.
- (2) Only one awardee is capable of providing services required at the level of quality required because the services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

G.8 TASK ORDER SOLICITATION

Each task order will identify the functional category of work to be performed. Each Prime contractor will be given the fair opportunity to compete.

During the Fair Opportunity Process, the Government may conduct:

- (a) Unrestricted competition in which Prime Contractors from both the Unrestricted and Set-Aside tracks for the associated functional category will be given the opportunity to compete, or
- (b) Set-aside task orders in which competition will be limited to only those Prime Contractors in the Set-Aside track. The task order solicitation will notify Offerors if a set-aside will be used.

Contractors shall prepare and submit their proposals in accordance with modified FAR solicitation provision FAR 52.216-29, or FAR 52.216-30. FAR 52.216-29 has been modified in accordance with the flexibility allowed at FAR 16.601(e)(1):

- (1) Submit proposals in accordance with the provision at 52.216-29, as modified below, in solicitations contemplating use of a Time and Materials or Labor-Hour type of contract for noncommercial items, if the price is expected to be based on adequate price competition.

FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (Feb 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit.

(c) The offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.;

(End of provision)

(2) Submit proposals in accordance with the provision at 52.216-30, Time-and-Materials/Labor Hour-Proposal Requirements-Non Commercial Item Acquisitions without Adequate Price Competition, in solicitations for noncommercial items contemplating use a Time-and-Materials or Labor-Hour type of contract if the price is not expected to be based on adequate price competition.

FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

(1) The offeror;

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

(1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of provision)

G.9 TASK ORDER PROCESS

(a) A solicitation will be issued to all contractors within the desired functional category, unless a fair opportunity exception applies. The solicitation will include a due date for proposal submission and either a statement of work or performance work statement, that will include a detailed description of work to be accomplished, the applicable tasks, a listing of deliverables required and any additional data, as appropriate. The solicitation will include specific instructions for the submission of proposals, contract type, evaluation criteria, order of importance of the evaluation criteria and other information deemed applicable.

(b) Contractor will be allotted a sufficient amount of time to prepare and submit responses based on estimated dollar value and the complexity of the requirement. In the event that a contractor is not able to compete on a task order, the contractor must submit a brief statement as to why the contractor is not able to compete.

(c) Technical Proposals: Proposals shall not merely restate SOW or PWS requirements. The written proposals may be required to address one or more of the following based on the nature of the specific requirement:

- (1) Technical Approach
- (2) Management Approach
- (3) Past Performance
- (4) Key Personnel
- (5) Government Furnished Information/Government Furnished Equipment
- (6) Teaming Arrangements

(d) Price Proposal: A price proposal is always required. The proposal shall include detailed price amounts of all resources required to accomplish the task (i.e. labor, hours, other direct costs, travel, and equipment). When competing under the fair opportunity process, the contractor is permitted to propose labor rates that are lower than the labor rates in the original contract. The contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates and will be reviewed in accordance with FAR 15.404 to ensure the Government will be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the fixed rates identified the original contract. The level of effort required shall be primarily based on the contract type planned for use, as further discussed below. To add labor categories beyond the Government labor categories established in the original contract, a request for contract modification must be submitted to the Contracting Officer. This request must include information demonstrating the insufficiency of the established labor categories, a description of the proposed labor category including the education and experience levels, and proposed labor rates.

(1) Firm Fixed Price (FFP) Labor Hour (LH) and Time-and-Materials (T&M). The proposal shall identify labor categories in accordance with the Section B CLIN Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any Government Furnished Equipment (GFE) and/or Government Furnished Information (GFI) required for TO performance. If travel is specified in the TO statement of work, air fare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the cost proposal. Prior to incurring any long distance travel expenses, the Contractor shall obtain written approval from the TO CO of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.

(2) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The Contractor shall assume all costs associated with preparation of proposals for task order awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

- (e) Evaluation of Task Order Proposals: Proposals will be evaluated in accordance with the evaluation criteria identified in the solicitation. The order of importance for the factors will be identified in the solicitation. Upon the completion of evaluations, the contracting officer will issue a task order to the contractor whose proposal demonstrates the best value to the Government.
- (f) Resolution of Issues. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the TO CO, the TO CO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified in writing of the TO CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."
- (g) Task Order Issuance. TOs may be issued by e-mail, regular mail or facsimile using an Optional Form 347, or an agency prescribed form.

G.10 UNAUTHORIZED WORK

The Contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by the TO CO to begin work.

G.11 TASK FUNDING RESTRICTIONS

No unfunded TOs are allowed.

G.12 DISCUSSION OF NON-SELECTION FOR TASK ORDER AWARD

If a non-selected Contractor has questions as to why it was not selected for a TO award, the Contractor should contact the TO CO. The TO CO and the non-selected Contractor may discuss the reasons why that Contractor was not selected; however, the TO CO may not (1) discuss the other Contractor's proposals, (2) compare Contractor's proposals, or (3) allow the non-selected Contractor access to the award decision documentation.

G.13 TASK/DELIVERY ORDER CONTRACT OMBUDSMAN

(a) The Task/Delivery Order Contract Ombudsman for this contract is the Director, Office of Acquisition Policy and Oversight within the Office of Procurement Operations. The Ombudsman responsibilities are to address Contractor concerns regarding compliance with the award procedures for task/delivery orders, review Contractor complaints on task/delivery order contracts, ensure all Contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with FAR 16.505(b), and when requested, maintain strict confidentiality of the Contractor requesting assistance.

(b) The Ombudsman shall not participate in the evaluation of proposals submitted on the basic contract, the source selection process on the basic contract, or the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

(c) Interested parties may contact the Task/Delivery Order Contract Ombudsman by contacting:

Director, Office of Procurement Policy and Oversight
Department of Homeland Security
Office of Procurement Operations
ATTN: Ombudsman Room 3051
245 Murray Lane, SW Bldg 410
Washington, DC 20528

G.14 TASK ORDER CONTRACTS

TOs issued shall include, but not be limited to the following information (when applicable):

- (a) Date of order;
- (b) Contract and order number;
- (c) Type of Order;
- (d) Appropriation and accounting data;
- (e) Description of the services to be performed;
- (f) Description of end item(s) to be delivered;
- (g) DD Form 254 (Contract Security Classification Specification);

- (h) Contract Data Requirements List;
- (i) The individual responsible for inspection/acceptance;
- (j) Period of performance/delivery date;
- (k) Estimated number of labor hours for each applicable labor category;
- (l) The estimated cost plus fixed fee or ceiling price for the order; and
- (m) List of Government furnished equipment, material, and information.

G.15 ORDERING OFFICIALS

The OTIS contracts are intended for use by the Office of Procurement Operations and the Office of Selective Acquisitions both within the DHS Chief Procurement Office. The contracts will be utilized to support the DHS Office of Intelligence and & Analysis customers only. These contracts are not Government-Wide Acquisition Contracts and cannot be used by other Federal agencies or other DHS Components.

G. 16 UNILATERAL ORDERS

TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the TO CO may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

G.17 INVOICE AND PAYMENT PROVISIONS

(a) Invoices shall be prepared per Section I, Contract Clauses; Paragraph I.1 entitled "FAR CLAUSES INCORPORATED BY REFERENCE," FAR Clause 52.232-25 Prompt Payment and FAR Clause 52.232-1, Payments and FAR . In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- 1) Cover sheet identifying DHS;
- 2) Task Order Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) Month services provided;
- 6) CLIN and Accounting Classifications

(b) Contract Line Item Number (CLIN) for each billed item

- 1) Labor: SOW task reference number and task title; labor category; site location; percentage of time worked; staff name; total monthly hours for staff member; labor rate; total monthly amount for staff member; total monthly hours for all staff per task and total monthly amount for all labor. (Time and Materials & Labor Hour Task Orders)
- 2) Labor: Labor will be compensated in accordance with the negotiated fixed unit rate. (Firm Fixed Price and Fixed Priced Incentive Task Orders)

3) Travel : SOW task reference number and task title; identify local or business (TDY) travel; description/purpose of travel, include dates; staff name(s); total travel amount for staff member per trip; total monthly amount for all staff travel grouped by task and total monthly amount for all travel for all tasks.

The Contractor shall submit the original invoice and an electronic copy to the address below:

U.S. Department of Homeland Security
Finance Division (FLETC)
Building 66
1131 Chapel Crossing Road
Glynco, GA 31524
E-mail: Rita.France@dhs.gov

Simultaneously provide a paper and electronic copy of the invoice to the following individuals at the addresses below:

1) U.S. Department of Homeland Security
ATTN: Office of Procurement Operations/Chiara Best/7th & D Street, Room 3069
245 Murray Lane, SW, Building 410
Washington, DC 20528
E-mail: Chiara.Best@dhs.gov

2) U.S. Department of Homeland Security
ATTN: Office of Intelligence and Analysis /TBD/NAC
245 Murray Lane, SW
Building 410
Washington, DC 20528
E-mail: TBD

G.18 QUICK-CLOSEOUT PROCEDURE

The Contractor is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

(a) In accordance with FAR 42.708(a), the TO Contracting Officer has the authority to negotiate settlement of indirect costs for a specific TO if it is physically complete; the amount of unsettled indirect cost to be allocated to the TO is relatively insignificant; and agreement can be reached on a reasonable estimate of allocable dollars.

(b) In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedures shall be final for the TO it covers and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.

(c) Final invoices which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the Contractor or refundable to the Government of less than \$250.00 are considered de minimus and will not be processed.

(d) Submission of a final "0-dollar invoice" is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to close out the TO. Once the bilateral modification is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

(e) All TOs under this contract do not have to be closed in accordance with quick-closeout procedures. The TO CO and the Contractor will evaluate complex TOs on a case-by-case basis for applicability of quick-closeout procedures.

(f) Modifications for quick-closeout will include the following statement: "The bilateral execution of this modification releases the Government and [insert Contractor name] from any further obligation."

(End of Section G)